



Policies & Procedures

Reliv Policies and Procedures

As an Independent Distributor in the Reliv program, you are required to understand and comply with the following Policies and Procedures as well as all rules, regulations, policies and procedures contained in other Distributor materials (including the Distributor Manual of which these Policies and Procedures are a part) or that may, from time to time be published by Reliv. The right to amend these Policies and Procedures is reserved by Reliv, and amendments may be published when deemed necessary.

Reliv complies with all federal, state and if appropriate, local regulations governing network marketing in particular direct selling and requires every Distributor in the program to do the same. The following Policies and Procedures were designed to assist Reliv and you in complying with such rules. It is therefore very important that you read and understand the information in these Policies and Procedures. If you have any questions, regarding the following, do not hesitate to seek an answer from your Sponsor or Upline leader. Review the information in these Policies and Procedures often. They contain the rules and regulations which will govern the way your business as a Distributor is and should be conducted. Your success will grow as you gain an understanding of these Policies and Procedures.

Terms Used In The Policies and Procedures

Approved Products	means products manufactured and/or distributed by the Reliv Group, approved and registered with the relevant authorities (if required) for the given market or territory and includes the Reliv Products and an “Approved Product” shall mean any one of such Approved Products.
Authorized Countries	means countries in which Local Affiliated Reliv Entities have been registered pursuant to the relevant laws in force for the purposes of carrying on business and officially opened for business and where the relevant approvals (if required) have been obtained for the Local Affiliated Reliv Entities to carry on network or multilevel marketing.
CCM	means the Companies Commission of Malaysia.
Company	means a company registered with the Registrar of Companies under the Companies Act 1965 of Malaysia.
Compensation	means the income derived by a Distributor pursuant to that Distributor’s business as a Distributor as calculated pursuant to the Compensation Plan.
Compensation Plan	means the compensation plan as set out in the Distributor Manual as may from time to time be amended, supplemented or substituted at the sole discretion of Reliv, subject to the approval of the relevant authorities (if required).
Confidential Information	means information contained in any material provided by Reliv to a Distributor or obtained by a Distributor after becoming a Distributor, which constitutes or relates to the names, addresses, telephone numbers, genealogies and other information on or pertaining to or in connection with any Distributor or the Downline Organizations

or Upline Organizations of any Distributor or which is designated by Reliv as being confidential or proprietary.

Distributor	means a Distributor Entity which has been accepted by Reliv to be an independent distributor in the Reliv programme and which has fulfilled the requirements set out in Section B.1 of these Policies and Procedures.
Distributorship	means the rights and obligations of a Distributor arising pursuant to the Distributor Agreement entered into between the Distributor and Reliv.
Distributor Agreement	means the Distributor Agreement to be entered into or entered into (as the case may be) between the Distributor and Reliv in accordance with Section B.1 of these Policies and Procedures and which incorporates these Policies and Procedures, the Compensation Plan and the Distributor Manual.
Distributor Application Form	means the application form referred to in Section B.1 of these Policies and Procedures which is required to be completed by a person applying to Reliv to become a Distributor.
Distributor Entities	means the various entities which have been accepted by Reliv as a Distributor and includes individuals, married or cohabiting couples, Companies, Sole Proprietorships, Partnerships or any other entity approved by Reliv pursuant to Section B.6 of these Policies and Procedures, and "Distributor Entity" shall mean any one of such Distributor Entities.
Distributor Kit	means the distributor kit referred to in Section B.1 of these Policies and Procedures and which contents include the Distributor Manual.
Distributor Manual	means the manual contained in the Distributor Kit of which the Compensation Plan and these Policies and Procedures form a part.
Downline	means in relation to a particular Distributor, Distributor(s) who are part of that Distributor's Downline Organization.
Downline Organization	means in relation to a particular Distributor, all Distributors personally sponsored by that Distributor, as well as Distributors sponsored by them, and so on.
Home Country	means, in relation to a Distributor, the Authorized Country in which that Distributor's Distributor Application Form and Distributor Agreement was submitted to and accepted by Reliv or any other Authorized Country which Reliv may deem to be the home country of that Distributor.
Local Affiliated Reliv Entities	means the respective entities incorporated by Reliv International Inc. or any of its Related Companies in the Authorized Countries for the purpose of carrying on Reliv's network or multilevel marketing business and "Local Affiliated Reliv Entity" shall mean any one of such Local Affiliated Reliv Entities.

Master Affiliate	means a Distributor who has been accepted by Reliv as a Master Affiliate upon achieving the qualification requirements of a Master Affiliate as set out in the Compensation Plan and who enjoys the full benefits of a Master Affiliate as described in the Compensation Plan.
Partnership	means a business registered with the Registrar of Businesses under the Registration of Businesses Act 1956 of Malaysia and carried on jointly by persons who are partners in such business.
Policies and Procedures	means these policies and procedures, as may from time to time amended, supplemented or substituted from time to time at the sole discretion of Reliv, subject to the approval of the relevant authorities (if required).
Related Company	means a company that is deemed related pursuant to s.5 and s.6 of the Companies Act 1965 of Malaysia (“related company”) and includes a company in which Reliv is a shareholder or a related company or affiliated company of Reliv is a shareholder, and “Related Companies” shall have a corresponding meaning.
Reliv	means Reliv International Sdn. Bhd. (formerly known as Sparking Success Sdn. Bhd.) (Company No. 564212-D).
Reliv Group	means Reliv and its Related Companies.
Reliv Office	means the principal place of business of Reliv at [address of the principal place of business of Reliv International Sdn. Bhd.] or such other address as may be published by Reliv from time to time.
Reliv Products	means the products manufactured and/or distributed by Reliv which have been approved by the relevant authorities for distribution in the country of Malaysia, [the list of which is enclosed in the Distributor Kit and] which products may from time to time be amended, supplemented or substituted at the sole discretion of Reliv, subject to the approval of the relevant authorities (if required) and a “Reliv Product” shall mean any one of such Reliv Products.
Retail Price	means the respective suggested retail selling price of each and every Reliv Product, [the list of which is enclosed in the Distributor Kit and] which prices may from time to time be amended, supplemented or substituted at the sole discretion of Reliv, subject to the approval of the relevant authorities (if required).
Sole Proprietorship	means a business registered with the Registrar of Businesses under the Registration of Businesses Act 1955 of Malaysia and carried on exclusively by one person who shall be referred to as the “Sole Proprietor” .
Sponsor	means a Distributor who registers another Distributor.
Unauthorized Countries	means countries other than Authorized Countries.
Upline	means in relation to a particular Distributor, Distributor(s) who are part of that Distributor’s Upline Organization.

Upline Organization

means in relation to a particular Distributor, that Distributor's Sponsor, his Sponsor's Sponsor, that person's Sponsor, and so on.

In these Policies and Procedures,

- (i) words importing a gender include every gender; and
- (ii) words importing the singular number include the plural number and vice versa.

A. PROFESSIONAL ETHICS

The Reliv Professional Code

I will be honest and fair in all my dealings while acting as a Distributor.

I will perform all my professional activities in a manner that will enhance my reputation and the positive reputation established by Reliv.

I will be courteous and respectful to every person in the course of conducting my business as a Distributor.

I will fulfil my leadership responsibilities as a Sponsor, including training and supporting the Distributors in my Downline Organization.

I will not misrepresent the Reliv Products or Compensation Plan, nor will I engage in any deceptive or illegal practice.

I will make no claim for any Reliv Product that is not contained in official Reliv literature.

I will make no diagnostic or prescriptive claims for any of the Reliv Products, nor will I represent my personal experiences with Reliv Products as indicative of the experience that others may expect.

Except as specifically authorized in writing by Reliv, I will make no statement as to income potential of the Reliv Compensation Plan, nor will I make any statement as to specific income or revenue figures that can be earned by a Distributor.

I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a Distributor.

I will not solicit from the proprietary rolls, data bases or 'genealogical' print outs of other multilevel marketing companies. I will not use sales materials or professional associations that may be regarded as proprietary by other companies.

I will conduct my Distributorship in such a way as to respect the products and professionalism of other companies. I will not represent that the Compensation Plan is the same or similar to any compensation plan of any other network or multilevel marketing company.

B. DISTRIBUTOR STATUS

B.1 Becoming a Distributor

a) The applicant's duly completed and executed Distributor Application Form and Distributor Agreement has been received and accepted by Reliv, and

b) The applicant purchases a Distributor Kit

NOTE: Reliv reserves the right to request proof of identity of any applicant at any time and the right to decline or reject any Distributor Application Form in its absolute discretion.

Subject to Section B.6 of these Policies and Procedures, applicants may fax in their Distributor Application Form and Distributor Agreement to Reliv provided always that the original copy of the Distributor Application Form shall be received by the Reliv Office within seven (7) days from the date such form was faxed.

B.2 No Purchase Required

No person is required to purchase any Reliv Product or service, except the Distributor Kit, in order to become a Distributor. Any statement or suggestion to the contrary by a Distributor is strictly prohibited.

B.3 Legal Age

Distributors shall be of legal age in the state or country of their residence.

B.4 Married or Cohabiting Couples

Married or cohabiting couples and their dependent children (if any) sharing the same address, shall be a single Distributor Entity. In the case of married or cohabiting couples, both persons making up the couple shall sign the Distributor Application Form, the Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form and the Distributor Agreement and shall be jointly and severally bound by the terms of the Distributor Agreement and these Policies and Procedures*. Single Distributors who marry or co-habit may elect to maintain separate Distributorships unless one is the direct Sponsor of the other in which case their separate Distributorships shall be consolidated in the manner as may be directed by Reliv. Notwithstanding any other provision in these Policies and Procedures, when a couple sharing a Distributor Entity divorce or separate, Reliv will continue to pay commission as before the divorce or separation until it receives written notice, signed by both parties, specifying how future compensation should be paid.

B.5 Simultaneous Interests

Individuals shall not have simultaneous beneficial interests in more than one Distributor Entity. For example, a shareholder of a Company who is a Distributor may not become a Distributor individually.

B.6 Companies/Partnerships/Registered Sole Proprietorships and Other Entities

A Company, Partnership, Registered Sole Proprietorship or other entity approved by Reliv, may be a Distributor according to the following rules:

- a) When a Company or Partnership applies to be a Distributor, the Distributor Application Form and Distributor Agreement shall be submitted in the name of the Company or Partnership (as the case may be) and shall include the name and signature of an officer authorized to contract for and on behalf of the Company or the Partnership (as the case may be). In addition, a Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form shall be separately signed individually by each of the shareholders and directors of the Company or each of the partners of the Partnership (as the case may be) and submitted to Reliv together with the Distributor Application Form and Distributor Agreement.
- b) Where a Registered Sole Proprietorship applies to be a Distributor, the Distributor Application Form shall be submitted in the name of the Registered Sole Proprietorship and shall include the name of the Sole Proprietor who shall sign the Distributor Application Form and the Distributor Agreement on behalf of the Registered Sole Proprietorship.

Other supporting documents which shall be submitted together with an application by a Company are:

- i. Copies of Form 9, all Forms 24, the latest Form 49 and the latest Form of Annual Return of the Company, certified by a director of the Company to be true copies;
- ii. A copy of the Memorandum and Articles of Association of the Company, certified by a director of the Company as true, complete and up to date; and

iii. a copy of the resolution of the board of directors of the Company appointing an authorized officer to contract for and on behalf of the Company, certified by a director of the Company to be a true copy.

Other supporting documents which shall be submitted together with an application by a Partnership are:

- i. A copy of the Certificate of Registration of the business carried on by the Partnership issued pursuant to the Registration of Businesses Act 1956 of Malaysia and the regulations made thereunder, certified by a partner of the Partnership, as true, complete and up to date; and
- ii. A copy of the entries of the particulars of the business carried on by the Partnership, certified by the CCM as true, complete and up to date.

Other supporting documents which shall be submitted together with an application by a Registered Sole Proprietorship are:

- i. A copy of the Certificate of Registration of the business carried on by the Sole Proprietorship issued pursuant to the Registration of Businesses Act 1956 of Malaysia and the regulations made thereunder, certified by the Sole Proprietor, as true, complete and up to date; and
- ii. A copy of the entries of the particulars of the business carried on by the Sole Proprietorship, certified by the CCM as true, complete and up to date.

Other supporting documents accompanying an application by entities other than a Company, Partnership or a Sole Proprietorship are:

- i. Where relevant, a copy of the charter, statute, memorandum or articles of the entity or other instrument constituting or defining its constitution, certified as true, complete and up to date and a certified translation of the same if not in English;
- ii. Any other document which may be reasonably required by Reliv for the purposes of deciding whether to approve the entity and accept such entity to be a Distributor.

Note: Distributor applications made by Companies, Partnerships, Registered Sole Proprietorships or other entities approved by Reliv pursuant to this Section B.6 shall be submitted personally or sent via mail to the Reliv Office. No faxed in applications will be entertained.

c) Each shareholder of a Company and each partner of a Partnership (as the case may be) shall, by executing the Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form be jointly and severally bound by the terms of the Distributor Agreement and these Policies and Procedures. Each shareholder of a Company or partner of a Partnership guarantees the performance of the Company's or Partnership's (as the case may be) obligations as a Distributor. Further, each shareholder of the Company and each partner of the Partnership certifies and agrees that he or she will be active in the conduct of the business of the Company or Partnership as a Distributor.

d) Reliv shall be entitled to terminate the Distributor Agreement of any Company, Partnership, Sole Proprietorship or any other entity approved by Reliv pursuant to this Section B.6 in the event that (i) the entity shall sell or issue any shares or interest of any kind in the entity to any person not included on, and signing, the original application or (ii) without the express prior written consent of Reliv, there shall be any transfer of shares or interest of any kind in the entity. No shareholder of a Company or partner of a Partnership or a Sole Proprietor, by reason of a transfer contemplated in this Section B.6(d), shall be relieved of any obligation under the Distributor Agreement.

e) A person who is a shareholder, director, secretary or officer of a Company or a partner of a Partnership or a Sole Proprietor of a Sole Proprietorship which is a Distributor shall not also be a Distributor individually and shall not also be a shareholder, director, secretary or officer of another Company or partner of another Partnership or a Sole Proprietor of another Sole Proprietorship, which is a Reliv Distributor.

f) An individual who is a Distributor may assign his or her Distributorship to a Company or Partnership or Sole Proprietorship by completing a Distributor Application Form in the name of the entity and assigning the Distributorship to the entity in the manner approved by Reliv.

g) Changes in the form, structure or the name of a Distributor Entity (except individuals and married or cohabiting couples) may be made only with the consent of Reliv, which Reliv may withhold in its absolute discretion. Changes in form or structure of a Distributor Entity (except individuals and married or cohabiting couples) referred to in this sub-section includes without limitation (i) the issue by the entity of any shares or interest of any kind in the entity to a person not included on, and signing, the original application or (ii) any transfer of shares or interest of any kind in the entity.

h) For the purpose of awards, invitations to participate in incentive programs etc., the Company or Partnership shall nominate one shareholder or partner, as the case may be, to receive any such entitlement when submitting the Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form.

i) Reliv reserves the right in its absolute discretion to approve or disapprove a Distributor's change of business name, entity and establishment of trust for planning or limited liability purposes. In the event that a trust is established by a Distributor, Reliv may require such additional details and/or documents as it may determine from time to time including evidence of the power of the trustee to apply for and operate a Distributorship.

B.7 Distributorship Status

A distributor who fails to purchase any Reliv Products for a period of six months shall be deemed to have resigned as a Distributor and to have voluntarily terminated his or her Distributorship, and such Distributorship shall, therefore, be terminated at such time.

B.8 Independent Contractor Status

All Distributors shall be independent contractors, independent from Reliv. Distributors are not franchisees, joint venturers, partners, employees, or agents of Reliv. Distributors have no authority to make any representation, agreement or commitment of any kind for or on behalf of Reliv or to bind Reliv in any manner. Reliv does not control the time, location or amount of work which a Distributor performs as such and Distributors are not restricted from being employed by others, conducting other businesses or providing services to others.

B.9 Taxation

Each Distributor is responsible for complying with all tax and social security laws and regulations, including but not limited to the filing of their own income and other tax returns and registering any employee under the tax system. Distributors are not, and will not be treated as, employees, franchisees, joint venturers, partners or agents with respect to any tax, social security or unemployment law, or any other statute, ordinance, rule or regulation.

B.10 Indemnity Agreement

Each and every Distributor agrees and undertakes with Reliv to fully indemnify, defend and hold harmless Reliv and the companies in the Reliv Group and their officers, agents, employees, directors and assigns ("Affected Persons") at all times against and in respect of any and all claims, demands, loss, costs, damage, deficiency, actions, suits, proceedings, assessments, penalties, fines, judgments, including legal, accounting, and other fees (on a solicitor and client basis), expenses and any other liability whatsoever suffered, incurred or sustained by or threatened against them, or to which Reliv or any one of the companies in the Reliv Group or the Affected Persons may become subject, resulting from, arising out of or relating to (i) the

conduct of the Distributor's business as a Distributor and/or (ii) a breach by the Distributor of the Distributor Agreement.

Each Distributor waives and releases any claims which he or she or it may have against Reliv and/or any of the companies in the Reliv Group and each of their respective officers, directors, employees and agents arising out of any act, omission, statement or representation of a Distributor related to the Reliv business conducted by Reliv and/or any of the companies in the Reliv Group and each of their respective officers, directors, employees and agents. In no event shall the Reliv Group be liable to a Distributor (or anyone claiming through a Distributor) for any consequential or special damages.

B.11 Legal Compliance

All Distributors shall comply with all applicable laws, regulations, rules, tax requirements and official directives (whether or not having the force of law) concerning the operation of their business as Distributors. All Distributors shall be responsible for their own managerial decisions and expenditures, including all taxes.

B.12 Identification Numbers

A Distributor's Reliv identification number shall consist of the country code, MY, followed by the first three letters of surname/Partnership name/Company name/Sole Proprietorship name (to be inserted by the Distributor), followed by the six pre-printed numbers contained on the top right hand corner of the Distributor Application Form. Distributors shall also be notified by Reliv of their Record Control Number ("RCN Number"). Distributors are to include their RCN Number in all their correspondences with Reliv.

B.13 No Exclusive Territories

There are no exclusive territories for marketing or sponsoring purposes, nor shall any Distributor imply or state that they have an exclusive territory. There are no geographical limitations on Distributor's sponsoring within the Authorized Countries.

B.14 Confidential Information

Each Distributor agrees and acknowledges that the Confidential Information, is proprietary and confidential to Reliv and was obtained by Reliv at great effort and expense, is of great value to Reliv and is maintained by Reliv and given to the Distributor in confidence.

Except where expressly authorized by Reliv in writing, each Distributor agrees, covenants and undertakes not to disclose any Confidential Information to any third party, directly or indirectly, nor use or allow the information to be used to compete with Reliv or for any purpose other than promoting the Reliv program. The Distributor and Reliv agree that, but for this agreement of confidentiality and non-disclosure, Reliv would not provide the Confidential Information to the Distributor.

Each Distributor further acknowledges and agrees that the Confidential Information received or obtained, whether in the form of lists prepared by Reliv or otherwise, is received in confidence and on the condition and agreement that such information will be kept confidential.

Each Distributor also agrees, covenants and undertakes not to disclose Confidential Information for any purpose other than the performance of functions and duties as a Distributor.

Each Distributor also acknowledges and agrees that these provisions are reasonable and necessary to protect the interest of Reliv and the Distributors in the Confidential Information and the associated valuable business relationships. All rights and obligations of this Section B.14 shall survive any expiration or termination of a Distributor's Distributorship.

B.15 Other Business Activities

Distributors are not restricted from being employed by, or providing services to, other business entities, or from engaging in other business activities. A Distributor is prohibited, however, from using the name Reliv or the names of Reliv Products in connection with any other business activity. Each Distributor agrees that, while being a Distributor (including a Distributor placed on an inactive status pursuant to Section B.7 and a Distributor suspended pursuant to Section C.8), and for a period of eighteen (18) months from the expiration or termination of the Distributorship, he or she or it will not, directly or indirectly, (i) solicit, recommend, suggest or induce any Distributor to become a distributor for, or associate with, any person or entity (other than the Reliv Group) engaged in marketing or selling any product or service by means of direct sales, network marketing or multi-level marketing method or organization, or (ii) solicit for the sale, or sell, any product or service to a Distributor, other than products or services sold by Reliv.

Distributors are prohibited from using Confidential Information to solicit other Distributors for the sale of any product or service, other than products or services sold by Reliv.

Each Distributor also acknowledges and agrees that these provisions are reasonable and necessary to protect the interest of Reliv and the Distributors in the Confidential Information and the associated valuable business relationships. All rights and obligations of this Section B.15 shall survive any expiration or termination of a Distributor's Distributorship.

B.16 International Sponsoring

A Distributor may sponsor other Distributors in countries other than the Distributor's Home Country (hereinafter such sponsoring Distributor shall for the purposes of this Section B.16 be referred to as "Foreign Distributor") provided always that a Foreign Distributor shall only sponsor other Distributors in Authorized Countries. The list of Authorized Countries [is enclosed in the Distributor Kit and] is or will be published by Reliv through the appropriate Reliv publication or other means (including without limitation postings on the Reliv web-site pertaining to operations in Malaysia [www.reliv.com] and newsletters).

A) Approved Reliv Products and sales materials:

Foreign Distributors may offer for sale and distribution only the Reliv products and Reliv sales materials approved by and registered with the relevant authorities (if necessary) for the given market or territory (hereinafter respectively referred to as "Approved Products" and "Approved Sales Materials"). The Local Affiliated Reliv Entity shall be the exclusive distributor to the Foreign Distributor of the Approved Products and Approved Sales Material in the given market or territory.

B) In conducting business internationally in the Authorized Countries and/or authorized (registered) territories:

1. A Foreign Distributor should promote the Approved Products and the business opportunity through personal contact to ensure proper product orientation and customer service.
2. A Foreign Distributor may only promote and/or train with Approved Sales Materials distributed by the Local Affiliated Reliv Entity located within the Authorized Country.
3. Distributors in good standing have the right to sponsor in all Authorized Countries which have been officially opened for product sales.
4. Foreign Distributors are responsible for discovering and complying with all applicable laws, regulations, rules, tax requirements, and other due demands of the relevant Authorized Country, including the country-specific policies and procedures and official directives (whether or not having the force of law).

5. The Foreign Distributor accepts sole responsibility for conducting his or her or its independent business lawfully within the Authorized Country. The Foreign Distributor also agrees to fully indemnify, defend and hold harmless Reliv and the companies in the Reliv Group and their directors, officers, agents, employees, and assigns ("Affected Persons") at all times against and in respect of any and all claims, demands, loss, costs, damage, deficiency, actions, suits, proceedings, assessments, penalties, fines, judgments, including legal, accounting, and other fees (on a solicitor and client basis), expenses and any other liability whatsoever suffered, incurred or sustained by or threatened against them, or to which Reliv or any company in the Reliv Group or the Affected Persons may become subject, resulting from, arising out of or relating to the Foreign Distributor's actions, omissions or representations in sponsoring or conducting his or her independent business as a Distributor in any or all of the Authorized Countries.
- C) No business or promotional activities may occur in an Authorized Country before the Local Affiliated Reliv Entity in that Authorized Country is officially opened. A Foreign Distributor shall refrain from the following in Unauthorized Countries:
1. Selling or distributing in any manner products or product samples manufactured and/or distributed by the Reliv Group.
 2. Promoting the Reliv business opportunity or any of its divisions in an Unauthorized Country, including but not limited to:
 - a. Placing telephone listings that advertise an independent Distributorship, products manufactured and/or distributed by the Reliv Group or the Reliv business opportunity
 - b. Promoting or conducting any type of business opportunity, product or training meeting with any number of individuals.
 - c. Establishing a business office or renting a facility for promoting products manufactured and/or distributed by the Reliv Group or the Reliv business opportunity.
 - d. Establishing an agent or agents to promote the Reliv business opportunity and/or products manufactured and/or distributed by the Reliv Group.
 - e. Soliciting or negotiating a contract or other formal or informal agreement for committing a potential Distributor to the Reliv business opportunity, specific sponsor or line.
 - f. Accepting money or other consideration, or being involved in any financial transactions with any person, either personally or by agent.
 3. Signing up a potential Distributor from an Unauthorized Country under a Distributor Agreement from an Authorized Country.
 4. Holding meetings in an Authorized Country or authorized (registered) territory with potential Distributors from Unauthorized Countries or prematurely training or promoting the Reliv business opportunity or products manufactured and/or distributed by the Reliv Group in Unauthorized Countries.
 5. Representing that he or she or it is the sole agent for Reliv or has the exclusive Distributor rights in any country.
 6. Promoting or conducting any type of activity that Reliv, in its sole discretion, deems to be contradictory to the Reliv standards of behaviour and policies including these Policies and Procedures.
- D) Reliv endeavours to sustain a seamless operation from one country to another. However, differences can occur in areas of the Distributor's business such as retail volume ("RV"), business volume ("BV"), point volume ("PV"), promotion requirements and country currency.

Reliv's decisions on any of the matters referred to in this Section B.15(D) shall be conclusive and final.

1. Reliv compensates the Foreign Distributor in the currency of the Foreign Distributor's Home Country.
2. If the Sponsor's Home Country is different from the Distributor's Home Country, Reliv shall transfer all business (RV, BV and PV) of the Distributor into the equivalent RV, BV and PV of the Sponsor's Home Country.

C. DISTRIBUTOR OPERATIONS

C.1 Sponsoring

Integrity and ethical conduct have always been a central element of the Reliv program and have played a significant role in our success. We all know that one of the reasons people are attracted to the Reliv Group, and remain with us, is that we do maintain high standards of personal and business conduct.

As a Distributor, you are entitled to sponsor applicants into the Reliv program. Distributors shall not be compensated for enrolling new Distributors. Distributors shall, however, be compensated under the Compensation Plan based on the volume of product sales.

There are no assurances or guarantees of any compensation or commissions. Compensation will be based upon retail sales of Reliv Products to the ultimate consumer as described in the Distributor Manual.

C.2 Multiple Applications

If an applicant submits more than one Distributor Application Form listing different Sponsors in the different Distribution Application Forms, only the first duly completed and executed Distributor Application Form received by Reliv shall be accepted by Reliv.

C.3 Training Requirement

Distributors who sponsor new Distributors are required to ensure that the new Distributors are properly trained with respect to the Distributor Manual, including these Policies and Procedures, the product line, sound business practices and business building strategies. Training is to be directed by the Distributor Manual. Specifically a Sponsor's training responsibilities include:

- a) Spending as much time with new Distributors as required to familiarise them with the Reliv product line, Compensation Plan, Distributor Manual and other materials published by Reliv.
- b) Training new Distributors on how to complete a transaction, including how to fill out the relevant order forms.
- c) Regular contact for the purpose of training and motivating new Distributors. Distributors in Authorized Countries other than the Sponsor's Home Country should be supported by frequent contacts by the Sponsor (ie mail, phone, fax, e-mail, etc.).

C.4 Downline Communications

Distributors, as independent contractors, are encouraged to distribute information and direction to their respective Downlines. However, every effort must be made by Distributors to conform to the information provided by Reliv through literature, audio and video material, conference calls, meetings and conventions. At the same time, every Distributor shall exercise

utmost diligence to avoid giving the impression that he or she or it is acting as an agent for Reliv. The independent status of the Distributor shall be maintained and clearly represented at all times.

C.5 Transferring Sponsorship

Transfer of sponsorship is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is vitally necessary for the success of the overall organization. Any transfer of sponsorship is subject to the prior written approval of Reliv which approval may be given or refused in Reliv's absolute discretion. Subject to the above, the following instances may result in approval of a transfer of sponsorship:

- a) A case of unethical sponsoring or fraud by a Sponsor. Reliv shall be the final authority as to any re-organization of the Downline Organization of the aforesaid Sponsor.
- b) A written request by a Distributor for change of sponsorship, accompanied by a signed letter of approval from all five existing immediate Upline Master Affiliates of that Distributor.

Each request for a transfer of sponsorship pursuant to items (a) or (b) above shall be witnessed by a Commissioner for Oaths and shall state clearly that all parties involved understand the consequences of the sponsorship change. The request shall be accompanied by a fee equal to the current cost of a Distributor Kit.

- c) A Distributor who voluntarily terminates his or her or its existing Distributorship in accordance with Section C.7 and maintains no activity, other than being a retail customer of the Reliv Products, for a period of six (6) months from the effective date of termination as stipulated in Section C.11 may upon the expiry of such six (6) months sign under any Distributor he or she or it chooses.

Distributors should note that in any sponsorship change, only the Distributor who has petitioned for a change in sponsoring is moved! Subject to Section C.5(a) above, all other Distributors in the relevant Sponsor's Downline Organization will remain in that original Downline Organization.

C.6 Acquisition of Business

Any Distributor desiring to acquire an interest in another Distributor's business shall first terminate his or her or its Distributorship pursuant to Section C.7 of these Policies and Procedures and shall only acquire or purchase such interest upon the expiry of six (6) months from the effective date of termination of his or her or its Distributorship as stipulated in Section C.11 of these Policies and Procedures ("Six Month Waiting Period").

C.7 Voluntary Termination

A Distributor may voluntarily terminate his or her Distributorship at any time by sending written notice of that effect to Reliv at the Reliv Office. Voluntary termination shall be effective upon the actual receipt of such written notice by the Reliv Office however the effective date of termination pursuant to this Section C.7 for the purposes of these Policies and Procedures shall be as stipulated in Section C.11 of these Policies and Procedures. A Distributor who voluntarily terminates his or her or its Distributorship shall only become eligible to submit an application to become a Distributor and sign a new Distributor Agreement upon the expiry of the Six Month Waiting Period referred to in Section C.6 of these Policies and Procedures.

C.8 Involuntary Termination or Suspension

Reliv may terminate or suspend a Distributorship for cause ("Cause"). "Cause" shall mean and include:

- a) any violation of the Distributor Agreement which incorporates the Distributor Manual, these Policies and Procedures and the Compensation Plan;
- b) any wrongful taking of any property of Reliv or another Distributor;
- c) any act of dishonesty regarding Reliv or another Distributor, or otherwise; or
- d) the use or sale of illegal drugs or the excessive use of alcohol or other personal conduct which, in the reasonable opinion of Reliv, may reflect adversely on Reliv.

Reliv requires a high standard of integrity and responsible conduct on the part of Distributors and the conduct of Distributors does have a material effect on the business of Reliv. Reliv has a legitimate and substantial interest in requiring Distributors to maintain high standards of integrity and responsibility in their conduct as Distributors.

Notwithstanding any other provision in these Policies and Procedures, Reliv may terminate the Distributorship of any Distributor at its sole discretion, with or without Cause upon giving thirty (30) days written notice to the Distributor at the address of the Distributor as stipulated in the Distributor Application Form or such other address as may subsequently be notified in writing by the Distributor to Reliv.

C.9 Procedure for Involuntary Termination or Suspension

Reliv may, in its sole discretion, suspend or terminate a Distributor for Cause. Suspension may be for a period of up to one (1) year (at the sole discretion of Reliv) (hereinafter referred to as the "term of suspension"). Reliv may delegate to any person that Reliv deems fit the authority to determine whether Cause exists and whether to suspend or terminate a Distributor. Upon determination that Cause exists and that a Distributor is to be suspended or terminated, Reliv may at its sole discretion suspend or terminate the Distributorship of that Distributor by giving written notice of the same to the Distributor at the address of the Distributor as stipulated in the Distributor Application Form or such other address as may be subsequently notified in writing by the Distributor to Reliv.

Suspension shall be effective from the first day of the month in which notice as aforesaid is given by Reliv to the Distributor as shown on the records of Reliv (hereinafter referred to as the "effective date of suspension"). The effective date of termination pursuant to this Section C.9 shall be as stipulated in Section C.11 of these Policies and Procedures.

C.10 Effect of Suspension

In the event of the suspension of a Distributor for Cause:

- a) the Distributor shall not be entitled to act as, or receive any of the benefits of, a Distributor for the term of the suspension; and
- b) the Distributor shall not be entitled to receive any Compensation as a Distributor during the term of suspension (except such payments as may have been due for periods prior to the effective date of suspension). Reliv reserves the right to set-off losses Reliv may have suffered due to the actions of the Distributor against any Compensation that may be due to the Distributor as at the effective date of suspension; and
- c) the Distributor's sponsored Downline Organization shall be deemed to have been moved up to the next Sponsor in the suspended Distributor's Upline on the effective date of suspension and will remain there during the term of suspension.

C.11 Effect of Termination – Voluntary/Involuntary

Voluntary or involuntary termination of the Distributorship of a Distributor ("Terminating Distributor") results in the Terminating Distributor's loss of the rights to his or her sponsored

Downline Organization effective from the effective date of termination as stipulated in this Section C.11, wherein such rights shall be moved up to the next Sponsor in the Terminating Distributor's Upline Organization and shall remain there whether or not the Terminating Distributor subsequently re-enters the organization.

Termination is retroactive to the beginning of the month in which the termination is effective. As such, the effective date of termination shall be, in the case of voluntary termination pursuant to Section C.7, the first day of the month in which the Distributor's written notice of termination is received by Reliv in accordance with Section C.7 and in the case of involuntary termination pursuant to Section C.9, the first day of the month in which written notice of termination is given by Reliv to the Distributor in accordance with Section C.9. Thus, payment of all Compensation payments by Reliv to the Terminating Distributor shall be made only for product sales achieved during the last full calendar month prior to the effective date of termination. No Terminating Distributor shall continue to represent themselves himself or herself as a Distributor after giving notice of termination pursuant to Section C.7 (in the case of voluntary termination) or receiving notice of termination pursuant to Section C.9 (in the case of involuntary termination).

C.12 Solicitation of Prospects

All Distributors should know that soliciting a person to sponsor under them as a Distributor with the knowledge that the person has already been in contact with another Distributor for that purpose is clearly not consistent with the ethical standards Reliv expects. Such conduct is not approved by Reliv or the Distributor ranks in general. Reliv wishes to express unequivocally that Reliv considers such conduct to be in violation of its code to ethics.

Reliv and its Distributor organization seek to foster an 'open' system in which prospective customers and Distributors may attend and participate in Distributor functions in any geographic area — whether or not the Distributor who had initially contacted the prospective customers or Distributors will participate or be present at such functions.

Reliv feels strongly that mutual support by Distributors of the efforts of other Distributors provides an enormous source of strength for the growth of the Reliv organization as a whole.

Note: the 'open' system depends heavily on ethical conduct by all Distributors, and in particular relies on the understanding among the Distributors not to solicit the prospects of another Distributor.

Ordinarily, Reliv will not become involved in, or attempt to resolve a dispute over the proper sponsorship of a new Distributor. However, in exceptional circumstances, where the conduct of a Distributor ("Offending Distributor") in such matter is demonstrably inappropriate, Reliv may at its sole discretion take disciplinary action against the Offending Distributor. Further, Distributors who feel wronged by conduct of the Offending Distributor may seek redress against the Offending Distributor by requesting that the matter be referred to arbitration as is provided in Section H.8 of these Policies and Procedures. In an application for arbitration under this Section C.12, all references to Reliv in Section H.8 of these Policies and Procedures shall be read as references to the Offending Distributor. Reliv shall not unless it otherwise determines at its sole discretion, be made a party to arbitration proceedings under this Section C.12. For the avoidance of any doubt, Reliv shall not be liable for any costs, expenses or liability whatsoever for any arbitration proceedings under this Section C.12.

C.13 Sale, Assignment, or Transfer of Reliv Distributorships

A Distributor may sell his or her or its Distributorship or interest in a Distributorship ("Selling Distributor") only in accordance with the following procedures:

- a) A Selling Distributor may transfer his or her or its Distributorship or interest in a

Distributorship to any one of the Distributors in the Selling Distributor's immediate Upline Organization or to any of the Selling Distributor's personally sponsored Master Affiliates ("Permitted Transferees").

b) In order for a Selling Distributor to transfer his or her or its Distributorship or interest in the Distributorship to any person other than a Permitted Transferee, the Selling Distributor shall first receive a written offer to purchase the Distributorship ("Offer") from such person. The Selling Distributor shall upon receipt of the Offer give written notice to Reliv and the Permitted Transferees of the Offer, including a copy of the Offer, which notice shall constitute an offer to sell the Distributorship to the Permitted Transferees on the terms provided in the Offer ("Notice of Offer"). Each Permitted Transferee shall have a period of thirty (30) days from their receipt of the Notice of Offer ("Option Period") to exercise the option to purchase the Distributorship or interest in a Distributorship ("Option") by providing the Selling Distributor with written notice of such exercise within the Option Period. If more than one Permitted Transferee exercises the Option within the Option Period, the following order of priority shall apply to determine which of the Permitted Transferees shall purchase the Selling Distributor's Distributorship or interest in the Distributorship:

- i) The Selling Distributor's immediate Sponsor shall have first priority, and then the next four Distributors in the Selling Distributor's Upline Organization in order of their proximity to the Selling Distributor in the Upline Organization;
- ii) Then, the Selling Distributor's personally sponsored Master Affiliates in order of their seniority as Master Affiliates.

If the Option is exercised within the Option Period, the transfer of the Selling Distributor's Distributorship shall be completed within thirty (30) days from the date of the exercise of the Option upon the terms of the Offer provided always that the relevant Permitted Transferee shall have executed all documents as may be required by Reliv in connection with such transfer. If no Permitted Transferee exercises the Option within the Option Period, the Selling Distributor may transfer the Distributorship or interest in the Distributorship to the person who issued the Offer to the Selling Distributor upon the terms of the Offer within a period of sixty (60) days from the expiry of the Option Period, after which time the terms of this Section C.13 shall no longer apply.

c) Nothing contained herein shall waive or eliminate the prohibitions contained in Section B.5 of these Policies and Procedures on 'Simultaneous Interest' and any Distributor intending to purchase another Distributor's Distributorship or interest in the Distributorship pursuant to this Section C.13 shall be required to first terminate his or her or its current Distributorship.

d) Notwithstanding the provisions of Section C.6 of these Policies and Procedures on 'Acquisition of Business', a Permitted Transferee acquiring a Distributorship in accordance with the terms of this Section C.13 shall not be subject to the Six Month Waiting Period referred to in Section C.6 before being eligible to acquire such Distributorship or interest in such Distributorship. Any other Distributor purchasing the Selling Distributor's Distributorship or interest in the Distributorship under this Section C.13 other than a Permitted Transferee shall, however, be subject to the Six Month Waiting Period referred to in Section C.6.

e) The transferee of a Selling Distributor's Distributorship shall do all acts, deeds and things and execute all such documents as Reliv may require for the purposes of or in connection with a transfer pursuant to this Section C.13.

f) The effective date of any transfer pursuant to this Section C.13 shall be the date such transfer is reflected in the records of Reliv and Compensation and other benefits of the transferee to be derived from the Distributorship transferred under this Section C.13 shall only accrue from the effective date of transfer.

g) Notwithstanding the above, no sale, assignment, or transfer of a Distributorship or any interest or rights under a Distributorship shall be effective without the prior written approval of Reliv. All documents involving any type of transfer of a Distributorship or any interest or rights under a Distributorship shall where applicable, be stamped the relevant stamp duty payable on such transfer and shall be subject to review by Reliv before Reliv shall grant its approval pursuant to this Section C.13(g).

C.14 Succession

Notwithstanding any other provision in this Section C, upon the death of a Distributor ("Deceased"), the Deceased's Distributorship shall pass to the successor(s) in title of the Deceased as provided by law. However, Reliv shall not recognise such a transfer until (i) the successor(s) in title of the Deceased have submitted to Reliv a Distributor Application Form and Distributor Agreement duly completed and executed by the successor(s) in title and where there are more than one (1) successor(s) in title intending to carry on the Distributorship jointly in the form of either a Company or Partnership, the duly completed and executed Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form signed individually by all the successors in title (together with the relevant supporting documents as set out in Section B.6 of these Policies and Procedures) together with certified copies of the death certificate of the Deceased, will, trust, grant of probate or letters of administration or other relevant instrument and (ii) the transfer is reflected in the records of Reliv. The successor(s) in title, whether as an individual Distributor or having an interest in a Distributor Entity shall thereafter be entitled to all the rights and subject to all the obligations of any other Distributor or persons having an interest in a Distributorship.

A successor in title who is currently a Distributor may elect to maintain two separate Distributorships, unless one is the direct Sponsor of the other, in which case the Distributor Entities shall be consolidated in a manner as may be directed by Reliv.

C.15 Agreements among Distributors

The relationship between Distributors shall be governed by the Distributor Manual, of which these Policies and Procedures are part, with respect to commissions and overrides, sponsoring, payment of Compensation payments, and all other facets of a Distributor's business as a Distributor. No agreement between Distributors relating to the conduct of their business as Distributors or the allocation of Compensation from their business as Distributors shall be recognised or enforced by Reliv, unless the prior written consent of Reliv to such agreement has been obtained.

C.16 Reliv Distributor Genealogies

a) Distributor lists are the confidential and proprietary property of Reliv. Reliv has derived, compiled, configured and currently maintains Distributor lists through the expenditure of considerable time, effort and monetary resources and in their present and future forms they constitute commercially advantageous proprietary assets of Reliv, which employees of Reliv and the Distributors have agreed to hold confidential.

b) Each Distributor agrees:

- 1) To hold confidential and not disclose any genealogy (Downline Distributor list) or portion thereof to any third person, including but not limited to, existing Distributors, competitors and the general public.
- 2) To limit use of genealogies to the intended scope of the genealogy and in furthering a Distributor's Reliv business as a Distributor.
- 3) That any intended or unintended use or disclosure of a genealogy other than as authorized herein, or for the benefit of any third person, constitutes misuse, misappro-

priation, and a violation of the Distributor Agreement, which may cause irreparable harm to Reliv.

4) That, upon any violation under this Section C.16 and Section B.13 of these Policies and Procedures, Reliv shall be entitled to appropriate injunctive relief, enjoining such use under applicable law and to the recovery of all genealogies previously provided to the Distributor.

5) That misuses of a genealogy is cause for termination of a Distributorship, whether or not such misuse causes irreparable harm to Reliv or any or all of the Distributors.

6) That the obligations under this section shall survive the termination of the Distributor Agreement.

c) Reliv reserves the right to pursue all appropriate remedies under applicable laws to protect its rights to the genealogies as proprietary information of Reliv; any failure to pursue such remedies will not constitute a waiver of the rights.

C.17 Dissolution or Division of a Distributorship

a) Reliv acknowledges that Distributorships involving more than one person may be dissolved or divided (hereinafter such Distributorships shall be referred to as "Affected Distributorships") by reason of divorce or dissolution of a marriage, Company or Partnership, whether by agreement or in the course of a legal proceeding of a divorce or dissolution (hereinafter such agreement and/or legal proceeding shall be referred to as "dissolution action"). Any such dissolution action is to be conducted by the parties to it as a matter among themselves and not involving Reliv or other Distributors. Reliv requires that the relevant parties having an interest in the Affected Distributorship, in connection with and during the course of such dissolution action, conduct themselves in accordance with these rules and in a manner which will not adversely affect Reliv or the interests, business or income of Distributors in the Affected Distributorship's Downline Organization and/or Upline Organization. During the course of any dissolution action affecting the Affected Distributorship, the parties having an interest in the Affected Distributorship are expected to conduct themselves in a manner so as not to engage or involve Reliv or other Distributors in any controversy or dispute. Conduct in violation of this provision shall be deemed personal conduct which may effect adversely on Reliv and may result in disciplinary action including termination of the Affected Distributorship.

b) If a dissolution action is pending, the parties having an interest in the Affected Distributorship shall immediately furnish Reliv with written notification sent to the Reliv Office of the dissolution action and shall adopt one of the following methods of operation:

i) If one of the parties having an interest in the Affected Distributorship is willing to relinquish his or her rights and interests in the Distributorship ("Relinquishing Party"), thereby leaving his or her spouse or partner(s) or fellow shareholder(s) to carry on the Distributorship, the Relinquishing Party may do so by executing an assignment form which is available from Reliv ("the Assignment"). The Assignment executed by the Relinquishing Party shall be stamped the relevant stamp duty payable on such Assignment and submitted to Reliv. Upon receipt of the duly executed and stamped Assignment, Reliv's records will be changed to reflect the ownership of the Affected Distributorship in the name(s) of the remaining party(ies) having an interest in the Affected Distributorship.

ii) If both spouses in a divorce situation agree that, despite their domestic difficulties, they can continue to operate the Affected Distributorship jointly on a 'business-as-usual' basis whilst the divorce action is pending, they may do so and they shall provide Reliv with written confirmation signed by both spouses of such agreement. In such case and provided that the written confirmation as aforesaid is received by Reliv, all Compensation shall continue to be paid in the joint names of the spouses involved.

- iii) If all partners in a Partnership or shareholders of a Company agree that, despite their desire to dissolve the Partnership or Company, they can continue to operate the Affected Distributorship jointly on a temporary basis, they may do so and they shall provide Reliv with written confirmation signed by all partners or shareholders, as the case may be, of such agreement, provided they continue to perform all the responsibilities of a Distributor. Subject to the receipt by Reliv of the written confirmation as aforesaid, all Compensation will continue to be paid in the name of the Partnership or Company (as the case may be) pending the final dissolution.
 - iv) If the parties having an interest in an Affected Distributorship involved in a dissolution action are not agreeable to operate under alternative (i), (ii), or (iii) (where relevant), then they shall make arrangements to have the Affected Distributorship operated by a third party as a 'receiver' until the dissolution action has been finally completed. The Affected Distributorship's Sponsor or another Distributor or a third party acceptable to all parties having an interest in the Affected Distributorship may be selected to act as 'receiver' pending the dissolution action. The 'receiver' shall be reasonably compensated by the parties having an interest in the Affected Distributorship for handling the Distributorship pending the dissolution action.
- c) Pending a divorce, neither spouse may operate or participate in the operation of any other Distributorship. Section B.4 of the Policies and Procedures provides that if a husband and wife both wish to be Distributors of Reliv Products, they shall be sponsored together as a single Distributorship. A husband and wife may not be sponsored in different lines of sponsorship, nor may they sponsor each other, the one exception being when single Distributors marry, provided neither is the direct sponsor of the other as set forth in Section B.4. This policy applies even when a divorce is pending or, although there is no pending divorce, the parties are no longer living together. The restriction against husband and wife operating separate Distributorships does not end until final decree or judgement of divorce has been entered by a court of competent jurisdiction and certified copy of the decree judgement has been received by Reliv.
- d) Divorcing parties or partners dissolving a Partnership or shareholders dissolving a Company may, after final decree or judgement of divorce or final dissolution, as the case may be, operate as a single or separate Distributorship in accordance with the following provisions:
- i) Divorcing parties may agree to continue to operate their Distributorship in the form of a Partnership or Company even though they are no longer husband and wife. In such a case, however, they shall each execute a Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form which defines their respective rights and obligations and submit a duly executed copy of such form with Reliv.
 - ii) The parties having an interest in an Affected Distributorship may split the Affected Distributorship into two or more separate Distributorships, each of which is thereafter sponsored by the original Sponsor of the Affected Distributorship. A new Distributor Application Form, Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form (where relevant) and Distributor Agreement shall be executed and completed for each new Distributorship. In the event of dividing a Distributorship into two or more entities, the parties having an interest in the Affected Distributorship may reallocate among themselves only the Affected Distributorship's first level, personally sponsored Distributors. The existing lines of sponsorship beneath the first level, personally sponsored Distributors of the Affected Distributorship shall remain intact.
- e) The parties having an interest in the Affected Distributorship and who intend to divide or split the Affected Distributorship into two or more separate Distributorships pursuant

to Section C.17(d)(ii) of these Policies and Procedures shall give Reliv no less than thirty (30) days written notice signed by all such parties of their intention to divide the Affected Distributorship and full details of the reallocation of the first level, personally sponsored Distributors in accordance with Section C.17(d)(ii). The effective date of division of the Affected Distributorship pursuant to this sub-section shall be the date the division of the Affected Distributorship is reflected in the records of Reliv.

f) The Relinquishing Party as defined in Section C.17(b)(i) of these Policies and Procedures may pursuant to that same section completely relinquish all rights in the Affected Distributorship including all sponsored Distributorships to the other parties having an interest in the Affected Distributorship at which time the Relinquishing Party is free to (a) sign as a Distributor under the Affected Distributorship, (b) sign as a Distributor under the original Sponsor of the Affected Distributorship, or (c) sign as a Distributor in a completely different line of sponsorship of the Relinquishing Party's choosing. The Six Month Waiting Period set forth in Section C.7 of these Policies and Procedures with respect to voluntary terminations shall not apply in this situation. The procedure set out in Section B.1 shall apply to the Relinquishing Party applying to become a Distributor pursuant to items (a), (b) or (c) above.

C.18 Notices

a) Save where otherwise stated in these Policies and Procedures, any notice required or permitted to be given under or in respect of these Policies and Procedures by Reliv to a Distributor may be delivered by hand or by courier, sent by prepaid ordinary post or transmitted by facsimile to the addresses and facsimile numbers specified in the relevant Distributor's Distributor Application Form or to such other addresses or facsimile numbers as may be subsequently notified in writing by that Distributor to Reliv from time to time.

b) Save where otherwise stated in these Policies and Procedures, any notice required or permitted to be given under or in respect of these Policies and Procedures by any Distributor to Reliv may be delivered by hand or by courier, sent by prepaid ordinary post or transmitted by facsimile to the Reliv Office. All notices given by any Distributor to Reliv shall be deemed to be received by Reliv upon the actual receipt by Reliv of the same.

c) Save where otherwise stated in these Policies and Procedures, any notice sent pursuant to Section C.18(a) above shall be conclusively deemed to be received by the Distributor:

(i) in the case of delivery in person or by courier, at the time of delivery;

(ii) in the case of prepaid mail, five (5) days after the date of posting;

(iii) in the case of transmission by facsimile, at the time of transmission by the sender to be authenticated by the receipt by the sender of a transmission-controlled report showing the relevant number of pages, the correct facsimile number of the addressee and the result of the transmission being described as "O.K." or any equivalent description indicating that the communication has been properly transmitted.

(d) Any notices and communications to be given under or in respect of these Policies and Procedures shall be in the English language or, if in any other language, accompanied by a translation thereof in the English language, certified to be a true and correct translation of the original. The notices or communications in the English language will prevail in the event of any inconsistency between the notices or communications in their original language and the respective English translation.

D. LITERATURE AND ADVERTISING

Advertising can supplement and support your Reliv network marketing business, but it is not the foundation. Reliv is a direct sales company using a more powerful form of advertising

than other 'mass marketing' techniques – 'word of mouth', person-to-person contact. Reliv knows our most effective means of advertising is you.

D.1 Trademarks

The name and logo of Reliv and the names of all products manufactured and/or distributed by Reliv are the trademarks of Reliv ("Trademarks"). Only Reliv is authorized to produce and market products and literature under the Trademarks. Use of the Trademarks in any way not provided for within the Distributor Manual and these Policies and Procedures is strictly prohibited. The Distributors acknowledge Reliv's proprietary rights in the Trademarks and undertakes not to, during or after the term of the Distributor's Distributorship, cause or permit anything which may damage or endanger the Trademarks or Reliv's title to the Trademarks or assist or suffer others to do so and the Distributor shall consult Reliv if any of the Trademarks or Reliv's title to the Trademarks is or appears likely to be damaged or endangered.

D.2 Reliv Literature

Only official Reliv literature may be used in representing Reliv Products and the Compensation Plan:

a) Distributors may use the instructions provided within the Distributor Manual to order business cards, letterhead and stationery bearing the Reliv name and logo. These items may be reproduced by local suppliers of the Distributor's choice, adhering strictly to the printing guidelines enclosed in the Distributor Kit.

b) Reliv literature, brochures, inserts, or other sales aid items may not be reproduced, duplicated or reprinted in any manner whatsoever (including without limitation language, layout and pictures) without the prior written permission from Reliv.

D.3 Print Advertising

Reliv approved material shall not be used in the placement of any advertising in any print media. Save for the circumstances set out in this Section D, no person shall use the Reliv name, product names, trademarks, logos, mottos or copyrighted material etc. in any advertising (including without limitation advertising via newspapers, magazines, brochures, pamphlets etc.) without the prior written permission from Reliv.

D.4 Telephone Directories

A Distributor who has achieved the position of Master Affiliate and has actively participated in building his or her or its Distributorship for a minimum period of six (6) months from the date of becoming a Distributor as reflected in the records of Reliv, may list in the White Pages of the telephone directory upon the prior approval of Reliv having been obtained pursuant to a written request from the Distributor. Yellow Pages listing is subject to the same approval. This listing shall be in the form of the Distributor's name followed by the words 'Independent Reliv Distributor'. No other elaboration shall be allowed.

D.5 Cheque Accounts

Distributors who have a separate cheque account for their Reliv business should have their name or business name printed on the cheques. Remember, naming your business 'Reliv' is not permitted. The account title should be 'Your Name ? Reliv Independent Distributor Account'.

D.6

D.6A Distributor Websites

Distributors may utilize the Internet to promote their business with the prior approval of Reliv

International, Inc. Proposed content should be submitted to your local Reliv office for review before it is made available online. Allow at least seven (7) to ten (10) working days for the review and approval process. Distributors understand and acknowledge that Reliv, in its sole and absolute discretion, may require changes to a website's content before granting approval. After initial approval of the website is granted, the Distributor may not change or modify the content without submitting the requested modifications to Reliv for additional approval.

The following are requirements when developing a website:

- (a) must prominently place the phrase "Independent Reliv Distributor" in the banner at the top of the Distributor's homepage. The phrase must also appear on every web page on which a Reliv logo or trademark appears and following the Distributor's name where contact information is provided.
- (b) On the Distributor's homepage and any other web page that displays the Distributor's contact information, the Distributor must include a statement that viewers who have heard of Reliv from another Reliv Distributor should contact that Distributor for further information. It is the responsibility of every Distributor with a website to ensure that all new customers and Distributors have not been previously contacted by another Reliv Distributor.
- (c) Distributors may not utilize a shopping cart or any other means to make sales directly from their website.
- (d) Distributors are strictly prohibited from using any Reliv trademark in a website's domain name.

The following are general guidelines to follow while developing site content:

- (a) Distributors may use material found in Reliv's content library, consisting of images, video, etc. (available under the "My Business" tab of your portal page).
- (b) Subject to Reliv's review and approval, Distributors may include a personal testimonial and the testimonial of a limited number of other Distributors or customers who have provided Reliv with written permission for the use of their testimonial on the website (please refer to Sections H.2 and H.3 of Reliv's Policies and Procedures and Reliv's advertising guidelines available under the "My Business" tab of your portal page.)
- (c) Distributors may link to the Reliv corporate home page or any other website produced and maintained by Reliv. A Distributor may not link to any third party website without the prior approval of Reliv.
- (d) From time to time Reliv may provide, or authorize an approved vendor to provide, Distributors the opportunity to utilize replicating websites to promote their business. The availability of such sites and the terms and conditions of their use will be displayed on Reliv's website at such time, if any, that Reliv determines to make replicating websites available to Distributors.

As required by these Policies and Procedures, a Reliv Distributor that sponsors another Distributor through use of his, her or its website is required to provide adequate training and support to the sponsored Distributor with respect to the Reliv business opportunity. If Reliv, in its sole and absolute discretion, determines that a Distributor has refused or failed to provide the necessary support and training to a sponsored Distributor, Reliv may re-assign the sponsored Distributor to a new sponsor at Reliv's discretion.

Distributors should be aware that when using blogs, chat rooms, social networks or other online methods to communicate information about Reliv's products or business opportunity that those communications may be regarded as advertising. To the extent those methods of communication are used, the Distributor is responsible for ensuring the content complies with Reliv's Policies and Procedures and any other applicable laws and regulations.

Subject to prior approval by Reliv, Distributors may feature Reliv advertisements on non-Reliv websites so long as, in Reliv's sole and absolute discretion, the applicable website(s):

- (a) Is unconnected to any religious or political organization;
- (b) Does not damage or impugn the name or reputation of Reliv, its products or its Distributors;
- (c) Does not misuse Reliv's trademarks, product names, or other intellectual property; and
- (d) Does not directly or indirectly promote any other direct selling or network marketing companies (regardless of products offered) or any products which are competitive with those sold by Reliv (including, but not limited to nutritional supplements and skin care products).

Reliv periodically conducts Internet searches to confirm Distributors are operating in accordance with this Section D.6A. In case of violation, Reliv may require the offending Distributor to immediately remove the advertisement, website and/or information which is in violation of Reliv Policies and Procedures. If a Distributor fails to remedy a violation in strict accordance with Reliv's request or repeatedly violates this Section D.6A, Reliv may take any other disciplinary actions deemed appropriate against the offending Distributor, including suspension or termination of the Distributor.

D.6B Social Media

Distributors may utilize social networking sites e.g. Facebook, Twitter, LinkedIn, blogs, forums and chat rooms or other social shared interest sites to communicate information about the Reliv products and business opportunity.

The following are requirements when using any form of social networking or social Media:

- A. Distributors must include their name and clearly identify themselves as an "Independent Reliv Distributor" on all posts or profiles generated in any social community where the individual mentions or discusses Reliv.
- B. Distributors are prohibited from using any Reliv trademark, product name or logo in their user name, profile photo, blog name or fan/group pages of any social community. Reliv Distributors may use the approved "Independent Distributor Logo" approved for social media from the content library. This is the only approved logo for social media use.
- C. For those Distributors who have existing fan pages, group names that include the Reliv trademark, product names or company logos they will need to change or delete this information in accordance to Reliv's Policy and Procedures. Reliv is aware that some sites such as Facebook do not allow users to change existing fan pages or groups. For this reason, users with existing sites will need to create a new page or site and redirect users accordingly.
- D. Distributors are personally responsible for the content they publish in the social community. In addition, as the site administrator, owner, or moderator, you are responsible for the content posted by others including personal testimonies.
- E. Distributors must make it clear that they are speaking for themselves and not on behalf of Reliv International, Inc. Visitors to any Distributor's blog site, fan page, group, tweets or any other form of social networking should not be left with the impression that the content is being published by or on behalf of Reliv International, Inc.

The following are guidelines to follow when using social media and social networking:

1. Respect your audience. Do not make ethnic slurs, personal insults, use obscenity or engage in any conduct that would not be acceptable to Reliv. Distributors should also show proper consideration for other's privacy and for topics that may be considered objectionable.
2. Add value with your posts and comments. Provide meaningful information. What you publish may reflect on not only you and your personal organization but also Reliv as a whole.
3. Distributors may link to the Reliv corporate home page or any other website produced and maintained by Reliv. A Distributor may not link to any third party website in connection

with the promotion or discussion of the Reliv products or business opportunity.

4. When in doubt do not publish it. Remember that there are always consequences to what you publish. You have sole responsibility for what you post and what is published on your blog, profile, or in any form of online social media.

As required by these Policies and Procedures, a Reliv Distributor that sponsors another Distributor through the use of his/her social media site is required to provide adequate training and support to the sponsored Distributor with respect to the Reliv business opportunity. If Reliv, in its sole and absolute discretion, determines that a Distributor has refused or failed to provide the necessary support and training to a sponsored Distributor, Reliv may re-assign the sponsored Distributor to a new sponsor at Reliv's discretion.

Distributors should be aware that when using blogs, chat rooms, forums, social networks or other online methods to communicate information about Reliv's products or business opportunity that those communications may be regarded as advertising. To the extent those methods of communication are used, the Distributor is responsible for ensuring the content complies with Reliv's Policies and Procedures and any other applicable laws and regulations or guidance set forth by the relevant authorities.

D.7 Media

Distributors shall not represent Reliv in public arenas. All inquiries from media advertising departments (radio, television, newspapers, magazines or any other periodicals or media) are to be referred to Reliv. This policy will ensure an accurate and consistent public image.

D.8 Unpaid Media and Radio and Television Advertising

Distributors are prohibited from using unpaid media forms including, but not limited to, news releases, articles and talk show appearances to publicise Reliv or the Reliv Products without prior written approval of Reliv.

Because Distributors are independent contractors, they may promote their business in any legal and ethical manner, and advertise without Reliv approval, provided they do not use the corporate name, product names, logos and/or trademarks of Reliv and/or photographs of Reliv corporate personnel.

Distributors are prohibited from using radio advertising to publicise Reliv or the Reliv Products, without the prior written approval of Reliv. Scripts should be submitted to Reliv prior to booking time or committing to programming. (As a general rule, Reliv does not approve scripts or programming not created by Reliv.)

Distributors are prohibited from using television and cable television to publicise Reliv or the Reliv Products, without the prior written approval of Reliv. Live appearances for the purposes of or in connection with publicising Reliv or any of the Reliv Products whether by a Distributor or by any person on the Distributor's behalf are strictly prohibited. Any pre-recorded material for the purposes of or in connection with publicising Reliv or any of the Reliv Products shall be submitted for the prior approval of Reliv prior to telecast.

D.9 Endorsements

The names of officers, employees and directors of the Reliv Group ("Reliv Officers") anecdotes or photographs relating to Reliv Officers shall not be used in any form of advertisement.

D.10 Repackaging Prohibited

Distributors shall not open and repackage the consumable contents of Reliv Products for sample or resale in any way.

D.11 Recordings

Distributors shall not produce for sale any recorded events or speeches conducted by or for Reliv or in any way connected to Reliv, nor shall Distributors reproduce for sale or for personal use any recording of audio or video representations produced by the Reliv Group.

D.12 Telephone Answering

Distributors shall not answer their respective telephones by saying "Reliv" or in any other manner that would lead the caller to believe that they have reached the corporate office of Reliv. Distributors may, however, state that they are a Reliv Independent Distributor. This restriction also applies to greetings on telephone answering machines, voice mail and other voice messaging services.

D.13 Independent Distributor Telephone Solicitation

The Reliv name or copyright materials may not be used with automatic calling devices either to solicit Distributors or retail customers.

D.14 Retail Outlets

Products and promotional materials for Reliv shall not be sold or displayed for public (casual foot traffic) view in retail outlets. Two general exceptions to this rule are: 1) private clubs, such as health spas and fitness salons; and 2) 'Appointment Only' businesses, such as doctor's offices and beauty salons. In any case, Reliv Products cannot be publicly displayed, as in display windows, but only in a manner visible to clientele inside the place of business. Examples of businesses through which the sale of Reliv Products is prohibited include:

- | | |
|--------------|--------------------|
| Supermarkets | Health Food Stores |
| Pharmacies | Shopping Mall |
| Flea markets | Booths |

This policy does not prohibit a store owner, for example, from being a Reliv Distributor. Meetings may be held in retail outlets of store owners who are Distributors after the close of regular business hours, and Reliv Products may be sold at these meetings. However, under no circumstances shall any Reliv Product, or literature or announcements promoting any meeting intending to be held for the purposes of or in connection with publicising Reliv or any of the Reliv Products, be displayed anywhere on the premises of the store owner who is a Distributor during normal business hours.

D.15 Advertising Approvals

In general, any form of advertising created by Distributors is discouraged. Reliv provides classified and display advertising slicks for Distributor use. Save for classified or display ads which have been designed and approved by Reliv, the Distributor shall submit all advertising intended to be used by the Distributor for the purposes of or in connection with publicising Reliv or any of the Reliv Products for the prior approval in writing of Reliv before placing such advertisement or arranging for the placement of the same.

All advertising on electronic media (including without limitation the internet, television and radio) shall be approved by Reliv prior to placement. Distributors shall mail or fax to Reliv Distributor Relations written copies of the language and layout for all advertising created by the Distributors, allowing seven (7) to ten (10) working days for approval. Upon approval of the advertising by Reliv, Reliv shall assign a number (hereinafter referred to as the "REL Number") to the approved advertising. Distributors shall keep records of and print and/or ensure that the relevant REL Number is printed on all advertising on electronic media placed by the Distributor.

Distributors shall not reproduce any brochure created and designed by Reliv or portions of such brochures including, but not limited to, layout and pictures whether or not for the purposes of or in connection with any advertising created by the Distributors.

D.16 Liability

Violation by a Distributor (hereinafter referred to in this Section D.16 as "Offending Distributor") or any person on behalf of the Offending Distributor of these Policies and Procedures especially this Section D shall subject the Offending Distributor to disciplinary action by Reliv. Disciplinary action may include, but is not limited to termination of the Offending Distributor's Distributorship and loss of Distributorship privileges, including the Offending Distributor's Downline Organization, Compensation, income, etc. The Offending Distributor shall also be liable for damages resulting from unauthorized use of Reliv's copyrights, trademarks, logos, mottos, materials, etc.

E. COMPENSATION

E.1 Application and Agreement

Compensation as calculated in accordance with the Compensation Plan shall be paid only when the duly completed and executed Distributor Application Forms and Distributor Agreements (together with the relevant supporting documents and Supplement to Distributor Application and Distributor Agreement for Company or Partnership Form (where applicable)) of both the Distributor and the Distributor's Sponsor have been received and accepted by Reliv and provided always that the relevant monthly requirements as set out in the Distributor Manual have been fulfilled by the Distributor.

E.2 Calendar month

Compensation and achievement levels are calculated in accordance with the Compensation Plan and on a calendar month basis. The last working day of the month is regarded as the last day in that month on which Reliv is open for business (up to normal close of business). All orders (postal, phone or facsimile) must be received by close of business at the Reliv office in the country where the order is placed, on the last working day of the month in order to be included in that month's volume.

E.3 Payment Date

Compensation in accordance with the Compensation Plan is paid on or about the 18th of the month following the month in which Compensation was earned.

F. PRODUCT SALE RULES

F.1 Excessive Purchases Prohibited

Reliv Distributors may purchase Reliv Products from Reliv or other Distributors in the Distributors' respective Upline Organizations in amounts which are reasonably necessary and appropriate to establish and maintain an inventory of products for a reasonable period of time for resale to retail customers, to other Distributors in their respective Downline Organizations and for personal use and consumption.

Purchase of Reliv Products in excess of the amounts reasonably necessary and appropriate for such purposes is prohibited and Distributors are strictly prohibited from suggesting, encouraging or inducing any other Distributor to make excessive purchases of Reliv Products. Purchase of Reliv Products, or encouragement of such purchases, in excess of reasonable amounts for appropriate uses, for the purpose of qualification or advancement under the Compensation

Plan, or for qualification for any bonus or award is also strictly prohibited and may result in disciplinary action including suspension or termination.

F.2 Price of Reliv Products

Reliv reserves the right to change the prices for, and any other charges relating to, any or all of the Reliv Products at any time without prior notice subject always to Reliv obtaining the relevant approvals required from the relevant authorities (if required).

F.3 Retail Receipts

Distributors shall provide all retail customers of Reliv Products with a written retail receipt setting out a brief description of the Reliv Product(s) sold to the retail customer, the number of units sold and the price per unit ("Retail Customer Receipt Form"). [The Retail Customer Receipt Forms are enclosed in the Distributor Kit and may also be obtained from the Reliv Office].

F.4 Price Maintenance

a) Reliv provides a Retail Price with respect to each of the Reliv Products. Distributors may sell Reliv Products at prices above the Retail Price for the product but may not sell Reliv Products at a discount from the Retail Price for the products, other than a sale to a Distributor's Downline at the discount provided for the purchasing Distributor. Violation of this provision may result in disciplinary action including suspension or termination.

b) Underpricing in the above context includes but is not limited to the following:

- 1) No Distributor shall carry out their own promotions involving price discounts for Reliv Products, unless prior approval from Reliv is obtained.
- 2) Reliv Products obtained by Distributors during promotions whether or not such promotions were authorized by Reliv or purchased by the Distributor with purchase offer, shall be sold to retail customers at or above their respective Retail Price.
- 3) Reliv Products obtained by Distributors during promotions whether or not such promotions were authorized by Reliv and/or or purchased by the Distributor with purchase offer, shall not be sold to Downlines at a discount higher than what the Downline is entitled to under the Compensation Plan.
- 4) Distributors are strictly prohibited from and shall not instigate, induce or teach any other Distributor to abuse or manipulate the Compensation Plan.
- 5) Distributors shall not purchase products from or sell products to staff and employees of Reliv [who are not Distributors].

F.5 Selling to Downlines

Subject to compliance with Section F.6 of these Policies and Procedures, Distributors may sell any Reliv Product to their respective Downlines. Distributors shall not sell any Reliv Product to Distributors who are not in their respective Downline Organizations.

F.6 Conduct of Distributor in Selling Reliv Products

Notwithstanding the generality of the prohibition on Distributors from suggesting, encouraging or inducing any other Distributor to make excessive purchases of Reliv Products as contained in Section F.1, Distributors shall not practice force selling, persuasion or fraud in selling the Reliv Products (including without limitation holding lucky draws, promises of free gifts and discounts on sponsorship).

F.7 Retention of Title

Notwithstanding that risk in the Reliv Products shall pass to the Distributor upon delivery, full legal and equitable title and interest in all and any of the Reliv Products supplied by Reliv to the

Distributor shall remain in Reliv and shall not pass to the Distributor until Reliv shall have received payment in full of all amounts due and arising from the Distributor to Reliv for the time being (including any interest accruing and owing to Reliv) and from time to time in respect of all such Reliv Products.

F.8 Credit Sales

Reliv strictly prohibits sales to any Distributor on credit.

G. GUARANTEE AND REFUND POLICY

G.1 Customer Returns

Reliv offers and requires each Distributor to offer a thirty (30) day 100% money-back guarantee on all Reliv Products sold to retail customers. Every Distributor is responsible for honouring this guarantee. If a retail customer ("Returning Customer") is dissatisfied with any Reliv Product for any reason whatsoever, the Returning Customer may return that Reliv Product (hereinafter referred to in this Section G.1 as "Returned Reliv Product") to the Distributor from whom it was purchased within thirty (30) days of such purchase for either a replacement of the Returned Reliv Product with the same Reliv Product or any other Reliv Product of a similar value or a full refund of the Retail Price of that Reliv Product. The Distributor may then return the Returned Reliv Product to Reliv subject to the provisions of this Section G.1.

Reliv will not refund to a Distributor who returns the Returned Reliv Product (hereinafter referred to in this Section G.1 as "Returning Distributor") the purchase price paid by the Returning Distributor either to Reliv or to an Upline for the Returned Reliv Product, however Reliv will replace the Returned Reliv Product if the following documents are received from the Returning Distributor within seven (7) days of the return of the Returned Reliv Product by the Returning Customer:

- a) A Customer Request for Refund Form (which is enclosed in the Distributor Kit and/or as may be obtained from the Reliv Office) identifying the reasons for the return duly completed and executed by the Returning Customer, and
- b) A copy of the original Retail Customer Receipt Form referred to in Section F.5 of these Policies and Procedures in respect of the purchase by the Returning Customer of the Returned Reliv Product.

G.2 Quality Control

Reliv shall replace any defective Reliv Product ("Defective Reliv Product") within thirty (30) days from the date of purchase of the Defective Reliv Product by the Distributor for reasons of quality control. A written request ("Written Request") by the Distributor returning the Defective Reliv Product (hereinafter referred to in this Section G.2 as "Returning Distributor") stating the reason for replacement, accompanied by proof of payment by the Returning Distributor for the Defective Reliv Product and a copy of the Reliv invoice provided by Reliv to the Distributor upon purchase of the Reliv Product shall be submitted to Reliv.

Reliv shall upon receiving the Written Request together with the required documents referred to in this Section G.2 instruct the Distributor where to ship the Defective Reliv Product for inspection by Reliv. Upon receipt and verification by Reliv that the Defective Reliv Product is defective, Reliv shall replace the Defective Product as appropriate. Reliv shall not, unless otherwise required by law, replace any Reliv Product previously certified as sold under the 70% Rule ("Certified As Sold Products") as Reliv shall be entitled to assume that the Certified As Sold Products have been sold. Defective Reliv Products returned under this Section G.2 not in accordance with the provisions of this Section G.2 and without prior authorisation from Reliv shall be returned to the Distributor.

G.3 Termination Returns

A Distributor whose Distributorship has been terminated pursuant to Sections C.7 and C.8 of these Policies and Procedures within one year from the date of the Distributor Agreement (hereinafter such Distributor shall be referred to in this Section G.3 as "Returning Distributor") may, within sixty (60) days of the effective date of termination of the Distributorship as stipulated in Section C.11 of these Policies and Procedures, return to Reliv unencumbered, unopened Reliv Products purchased from Reliv not more than six months prior to the date of the return, which are reusable and resaleable (hereinafter referred to in this Section G.3 as "Returned Reliv Products"). Reliv Products returned under this Section G.3 not in accordance with the provisions of this Section G.3 and without prior authorisation from Reliv shall be returned to the Returning Distributor. Reliv will refund to the Returning Distributor 90% of the price paid by the Returning Distributor for the Returned Reliv Product less any Compensation paid to Upline Master Affiliates on the original sale of the Returned Reliv Product (including without limitation bonuses and other awards) subject to:

- a) A written request by the Returning Distributor stating the reason for the termination of the Returning Distributor's Distributorship and return of Returned Reliv Product, accompanied by proof of payment by the Returning Distributor for the Returned Reliv Product and a copy of the Reliv invoice provided by Reliv to the Distributor upon purchase of the Returned Reliv Product;
- b) The Returning Distributor returning the Returned Reliv Products to the correct address as instructed by Reliv. All shipping costs on the Returned Reliv Products are the responsibility of and shall be borne by the Distributor; and
- c) Reliv will repurchase the Distributor Kit, including the Distributor Manual, returned to Reliv in reasonably resaleable or reusable condition at 90% of the price paid by the Distributor for the Distributor Kit provided always that the proof of payment by the Returning Distributor for the Distributor Kit is furnished by the Returning Distributor.

G.4 Reliv Product Returns

A Distributor (hereinafter such Distributor shall be referred to in this Section G.4 as "Returning Distributor") may within six (6) months from the date of purchase of any Reliv Product from Reliv return to Reliv such Reliv Product provided that such Reliv Product is unencumbered, unopened, reusable and resaleable (hereinafter referred to in this Section G.4 as "Returned Reliv Product"). Reliv Products returned under this Section G.4 not in accordance with the provisions of this Section G.4 and without prior authorisation from Reliv shall be returned to the Returning Distributor. Reliv shall refund to the Returning Distributor 90% of the price paid to Reliv by the Returning Distributor for the Returned Reliv Product less any Compensation paid to Upline Master Affiliates on the original sale of the Returned Reliv Product (including without limitation any bonuses or awards) subject to:

- a) A written request by the Returning Distributor stating the reason for the return of Returned Reliv Product, accompanied by proof of payment by the Returning Distributor for the Returned Reliv Product and a copy of the Reliv invoice provided by Reliv to the Distributor upon purchase of the Returned Reliv Product;
- b) The Returning Distributor returning the Returned Reliv Products to the correct address as instructed by Reliv. All shipping costs on the Returned Reliv Products are the responsibility of and shall be borne by the Distributor; and

G.5 Purchaser's Right to Cancel:

The Direct Sales Act 1993 of Malaysia and regulations made thereunder inter alia provides that a retail customer shall have the right to rescind or withdraw from any contract in respect of a direct sale for the supply of goods or services having a value of Ringgit Malaysia Three

Hundred (RM300) or more ("Customer Order Contract") (hereinafter such retail customer shall for the purposes of this Section G.5 be referred to as "the Purchaser") at any time prior to the expiry of ten (10) working days commencing on the day after the date of the Customer Order Contract ("Cooling-Off Period"). The Purchaser may rescind or withdraw from the Customer Order Contract by serving on the Distributor with whom the Customer Order Contract was entered into by the Purchaser (hereinafter references to "Distributor" in this Section G.5 shall mean the Distributor who entered into the Customer Order Contract with the Purchaser) either by hand or by registered post to the address of the Distributor as specified in the Customer Order Contract, a Notice of Rescission as contained in the Customer Order Contract prior to the expiry of the Cooling-Off Period. Where the Notice of Rescission is served on the Distributor by registered post as aforesaid, such notice shall be deemed to have been served on the Distributor either on the date of receipt by the Distributor of such notice or on the expiry of three (3) days from the date such notice is posted, whichever earlier.

During the Cooling-Off Period, the Distributor shall ensure that no Reliv Products are delivered or services performed under the Customer Order Contract unless the Purchaser has served on the Distributor a Notice of Waiver (as contained together with the Customer Order Contract) requiring the Distributor to deliver the Reliv Products or perform the services at any time before the expiry of the Cooling-Off Period. Pursuant to the Direct Sales Act 1993, no Notice of Waiver shall be served on the Distributor before the expiry of seventy-two (72) hours from the time the Customer Order Contract was concluded [and the Distributor shall have the obligation to inform the Purchaser of the same]. Where the Distributor receives the Notice of Waiver before the expiry of seventy-two (72) hours from the time the Customer Order Contract was concluded, the Distributor shall only be entitled to act on such Notice of Waiver upon the expiry of seventy-two (72) hours from the time the Customer Order Contract was concluded.

Notwithstanding the aforesaid, no payment or other consideration due from the Purchaser under the Customer Order Contract is required or shall be accepted by the Distributor or any other person on behalf of a Distributor before the expiry of the Cooling-Off Period.

G.6 Reservation of Rights

Reliv reserves the right to seek the appropriate remedies available against the Distributors under the Distributor Agreement and/or at law or in equity, where Reliv is required by law, to accept and provide a refund for any Reliv Products previously certified as sold under the 70% Rule pursuant to Section F.3.

H. GENERAL PROVISIONS

H.1 Record Keeping

Reliv encourages all Distributors to keep complete and accurate records of all their business dealings as a Distributor to assist in the Distributors' respective obligations to submit Income Tax Returns under the relevant income tax laws applicable to the Distributor.

H.2 Product Claims

Distributors acknowledge that Reliv Products are not represented as drugs and that Distributors are not authorized to and shall not make any diagnosis of any medical condition, make drug-type claims for, or prescribe Reliv Products to treat or cure any disease or condition. When selling Reliv Products, Distributors also acknowledge that Distributors are not authorized to and shall not use, quote from or summarise (in any written or graphic form) any materials or to make any product claim or representation not authorized in writing by Reliv.

H.3 Income Claims

Except as specifically authorized by Reliv in writing or required pursuant to applicable laws or regulations, Distributors shall not make any statements or claims concerning the sales or income, or potential sales or income, of being or becoming a Distributor. Subject to the aforesaid, (i) Distributors shall not misstate or overstate the actual sales or earnings of Reliv or the Distributors and (ii) any statement Distributors shall make regarding sales or income of Reliv or the Distributors shall be truthful, accurate and based on fact

Distributors shall not make any statements to the effect that earnings from being a Distributor are easily achieved or can be attained without effort. Reliv believes firmly that the income potential of a Distributor is highly attractive in reality without resorting to artificial or unrealistic projections.

H.4 Governmental Endorsement

Distributors shall not represent or imply, directly or indirectly, that the Reliv program has been approved or endorsed by any governmental agency. Regulatory agencies do not approve or endorse any selling programs.

H.5 Amendments

Reliv reserves the right to unilaterally amend the Policies and Procedures, Distributor Manual, Retail Price, Reliv Products and the Compensation Plan as it deems appropriate subject to the relevant approvals from the relevant authorities being first obtained (if required). Amendments shall be communicated to Distributors through the appropriate Reliv publication or other means (including without limitation postings on the Reliv web-site pertaining to operations in Malaysia [www.reliv.com] and newsletters). Amendments are effective and binding on all Distributors as of the date specified in the publication or where not specified, as of the date of its publication.

H.6 Non-Waiver Provision:

No failure of Reliv to exercise any power under the Distributor Agreement, which incorporates the Distributor Manual, these Policies and Procedures or the Compensation Plan or to insist upon strict compliance by a Distributor with any obligations or provisions therein, or any custom or practice of the parties at variance with the Distributor Agreement, shall constitute a waiver of Reliv's right to demand exact compliance with the Distributor Agreement. Waiver by Reliv can be effected only in writing by an authorized officer of Reliv.

Reliv's waiver of any particular default by a Distributor shall not affect or impair Reliv's rights with respect to any subsequent defaults by that Distributor, nor shall it affect in any way the rights or obligations of any other Distributor. Nor shall any delay or omission by Reliv to exercise any right arising from default affect or impair Reliv's right as to that or any subsequent default.

H.7 Severability

If any provision of the Distributor Application Form and the Distributor Agreement which incorporates the Distributor Manual, these Policies and Procedures and the Compensation Plan (hereinafter referred to in this Section H.7 as "such document(s)"), or any part thereof or application thereof to any person or circumstance shall be finally determined in arbitration or by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of such document(s) or the remainder of such provision or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby and each provision of such document(s) shall remain in full force and effect to the fullest extent permitted by law. The parties also agree that all provisions of such document(s) will be interpreted and construed to

the fullest extent possible so as to be valid and enforceable. Further, the parties agree that, if any portion of such document(s), or any part or application to any person or circumstance is determined by arbitration or by a court of competent jurisdiction to be invalid or unenforceable to any extent, the arbitrator(s) or any court may so modify the objectionable provision so as to make it valid, reasonable and enforceable.

H.8 Applicable Law; Arbitration

The Distributor Agreement, which incorporates the Distributor Manual, these Policies and Procedures and the Compensation Plan, shall be governed by and construed in accordance with laws of Malaysia.

Any and all disputes, differences or claims arising out of or relating to or in connection with the Distributor Agreement shall be resolved according to the laws of Malaysia.

If any dispute, difference or claim shall arise between Reliv and any Distributor ("Disputing Distributor") with respect to or arising out of or in connection with the Distributor Agreement or any part of it with respect to its construction or its effect or any matter connected with it or arising out of it or with respect to its operation or determination or the rights or duties of any party in connection with it then upon receipt of a notice of dispute from either party ("Notice of Dispute") the Disputing Distributor and Reliv agree to use their best endeavours to resolve such dispute in the spirit of goodwill to preserve a harmonious commercial business relationship between them.

Agreement to Mediate: In the event of any dispute, difference or claim arising between the Disputing Distributor and Reliv which cannot be resolved in the manner prescribed in the above clause within fifteen (15) working days after receipt of the Notice of Dispute from either party ("Negotiation Period"), the parties shall submit such dispute, difference or claim to mediation provided always that the Disputing Distributor and Reliv shall agree on a mediator within ten (10) working days from the expiry of the Negotiation Period. The mediator shall discuss the matter with the Disputing Distributor and Reliv (separately or jointly at the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The Disputing Distributor and Reliv shall each bear their own costs in the mediation and shall each pay half the costs of the mediator. The mediator appointed pursuant to this Section H.8 may be any person of legal age and of sound mind whom both Reliv and the Disputing Distributor deem fit.

Arbitration: If:

the Disputing Distributor and Reliv are unable within ten (10) working days from the expiry of the Negotiation Period to agree upon a mediator; or no agreement has been reached in mediation within two (2) months of the service of the Notice of Dispute, or within such further time as the Disputing Distributor and Reliv may agree; then in any case the dispute, difference or claim in question shall be finally settled by arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules of Arbitration") or some other internationally accepted rules of arbitration provided always that all demands for arbitration by the Disputing Distributor shall be filed by the Disputing Distributor within ninety (90) days of the occurrence of the event or action which is the subject of the dispute. Failure to make a demand for arbitration within such time period shall result in the waiver and loss of all claims by the Disputing Distributor with respect to such dispute. Arbitration proceedings in accordance with this Section H.8 shall be conducted in Kuala Lumpur unless the parties designate an alternative venue by mutual agreement. All arbitration proceedings shall be conducted in the English language. The cost of any arbitrations under this Section H.8 shall be borne equally by the Disputing Distributor and Reliv unless the arbitrator shall decide that some other cost allocation is more equitable in the circumstances. The award of the arbitrator

shall be final and binding on the parties and shall not be subject to appeal. Notwithstanding the fact that any subject matter between Reliv and the Disputing Distributor is in dispute or is being arbitrated or mediated upon, the existence of such dispute or arbitration shall not excuse either Reliv or the Disputing Distributor from performing any of their obligations hereunder. Nothing in this Section H.8 shall prevent Reliv from enforcing its rights under the Distributor Agreement through the courts. Nothing in this Section H.8 shall prejudice Reliv's right to seek injunctive relief or any other equitable/legal remedies available under law.

H.9 Entire Agreement

These Policies and Procedures, the Distributor Manual and the Compensation Plan are incorporated into the Distributor Agreement and together they constitute the entire agreement of the parties regarding their business relationship.

I. FIELD ENFORCEMENT PROCEDURES

The following is a step-by-step summary of the methods by which Distributors may deal with observed violations of Reliv's rules and regulations, whether stated in these Policies and Procedures or otherwise, by another Distributor (hereinafter such other Distributor shall be referred to in this Section I as the "Offending Distributor"):

- 1) If you learn of or observe a violation, your first duty is to inform the Offending Distributor of the rule being violated and refer it to your Upline Master Affiliate. Sometimes a misunderstanding of the Policies and Procedures can be reconciled in the field through amicable communication. If this is the case, the problem is considered solved and does not need to be referred to Reliv, however, your Master Affiliate or group leader should still be notified.
- 2) In cases where the Offending Distributor refuses to comply with the rules, or believes that they are in compliance therewith, a signed detailed letter must be forwarded to [Reliv Distributor Relations]*. Names, places, events and any pertinent documentation pertaining to the violation by the Offending Distributor should be included. Maintain communication with the Offending Distributor both before and after contacting Reliv. Be sure you have a strong foundation for the complaint as false reporting of violations is taken seriously by Reliv and may subject the Distributor to disciplinary action by Reliv.
- 3) Once the complaint is received by Reliv, Reliv will take all measures that it deems necessary to correct any transgressions. No action shall be taken by Reliv until all available information pertaining the violation by the Offending Distributor has been reviewed. Every opportunity for explanation and appeal will be extended to the Offending Distributor, however, the final decision in any matter referred to Reliv pursuant to this Section I rests ultimately with Reliv.

